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that the increase of cattle bought with separate funds belongs to community, with principal case, in which the Washington court says: "Where property is acquired during marriage, the test of its separate or community character is whether it was acquired by community funds and community credit, or separate funds and the issues and profits thereof." As a practical working formula and a protection against hardships now frequently caused by the presumption, this test is to be commended.

HUSBAND AND WIFE—RIGHT TO SEPARATE MAINTENANCE—CONSIDERATION.—Plaintiff and defendant separated as the result of a beating that defendant had given plaintiff while in a drunken rage. Friends intervened to persuade the parties to re-establish marital relations. Finally, plaintiff agreed that if the defendant would contract not to drink or abuse her and in case he broke this contract and abused her so that she should be obliged to leave him, he would make suitable provision for her support, she would return to him. An agreement to this effect was made, which defendant kept for a short time. Defendant began drinking again and abused plaintiff in the presence of friends by saying that she was criminally intimate with one of their acquaintances. Finally this abuse culminated in an attack on her that led her to leave him, fearing that he was about to do her great bodily harm. This action is brought for a divorce from bed and board and to enforce the above mentioned contract. The husband defended, traversing plaintiff's allegations, alleging she had been criminally intimate with certain persons and that the above contract was obtained by fraud. Defendant, however, offered no proof. *Held*, plaintiff entitled to limited divorce and enforcement of the contract; her agreement to resume marital relations with him being ample consideration to support the contract. *Hite v. Hite* (1910), — Ky. —, 124 S. W. 815.

It is the settled law of England and the United States that an agreement of separation between husband and wife, providing for her separate maintenance and she releasing all claims on his estate is lawful, and no principle of public policy is disturbed. *Daniels v. Benedict*, 97 Fed. 367, 38 C. C. A. 592; *Carson v. Murray*, 3 Paige 483; *Walker v. Walker*, 76 U. S. (9 Wall.) 743, 19 L. Ed. 814. But when the agreement, as in the principal case, is made in contemplation of a separation, not immediate, the general rule is that such an agreement is void. *Durant v. Titley*, 7 Price 577; *Gould v. Gould*, 29 How. Pr. 458; *H. v. W.*, 3 Kay & J. 382; *Bowers v. Hutchinson*, 67 Ark. 15, 53 S. W. 399; *Randall v. Randall*, 37 Mich. 563. The principal case differs from any above cited, in that the plaintiff was not to have the benefit of the contract unless she left the defendant for good and reasonable cause, and public policy would seem to favor the enforcement of such a contract, as a contract has been sustained where separation is maintainable even though it is understood that a future divorce will be obtained. *King v. Mollohan*, 61 Kan. 683, 60 Pac. 731, affirmed, 61 Kan. 692, 61 Pac. 685. The duty of a husband to support his wife furnishes a sufficient consideration to sustain a contract for the payment of money when the parties are living apart. *Patterson v. Patterson*, 111 Ill. App. 342.